

Massachusetts Department of Housing and Community Development

Community Development Block Grant Program



Charles Baker, Governor

Karyn Polito, Lt. Governor

Chrystal Kornegay, Undersecretary

AGENDA

Robert Shumeyko: Opening Remarks and Update from HUD
Mark Southard: Program Requirements

- **Grant Agreements, Contracts, Start-Up procedures**
- **Environmental Review**
- **Financial Start-up**
- **CGMS – Set-up, Quarterly Reports / Performance Measures, Extensions, Amendments, Closeout, Common Issues**
- **Manual – Boilerplate Contracts**
- **Compliance requirements – Davis/Bacon, Section 3, Lead Based Paint**
- **Procurement, Monitoring, Record Keeping**
- **Program Implementation - Timely Expenditure**
- **Folders/handouts**

2017 CDBG Grant Start-Up for:

Community Development Fund

- \$21,776,331 awarded
- 28 grants
- 49 communities
- 41 proposals

Mini-Entitlements

- \$8,775,000
- 11 grants

Contracts

Contract Documents

- Cover letter
 - Two copies; Executed by authorized signatory;
Return both
- Commonwealth Contract
- Attachment A – Scope of Services
- Signature verification forms

Contracts and Start-Up Procedures

Award contingent upon

- Execution of a CDBG grant contract between DHCD and HUD
- Fulfilment of any special conditions

Found in:

Attachment A Section III, G – requires DHCD clearance

Contract Cover Page

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4, T&C):		Business Mailing Address:	
Contract Manager:		Billing Address (if different):	
E-Mail:		Contract Manager:	
Phone:	Fax:	E-Mail:	Fax:
Contractor Vendor Code:		MMARS Doc ID(s):	
Vendor Code Address ID (e.g. "AD001"): AD ____. (Note: The Address ID must be set up for EFT payments.)		RFRR/Procurement or Other ID Number:	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment ____, 20 ____. Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ ____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of ____, 20 ____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

Settlement & Release Form

EXAMPLE -

Settlement & Release Statement of Expenses

Agency/ City/ Town Name: Town of XX

Insert Start Date Here: 7/1/17

Insert latest signature Date here: 10/1/17

List expenses with amounts and total:

Salaries - \$500

Photocopies - \$25

Mileage - \$10

Total: \$535

Signature Verification Forms

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: [REDACTED]
CONTRACTOR VENDOR/CUSTOMER CODE: [REDACTED]

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
[REDACTED]	[REDACTED]

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

[REDACTED] Signature Date: [REDACTED]
Title: [REDACTED] Telephone: [REDACTED]
Fax: [REDACTED] Email: [REDACTED]

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: [REDACTED]
CONTRACTOR VENDOR/CUSTOMER CODE: [REDACTED]

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section **MUST** be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): [REDACTED]

Title: [REDACTED]

X

Signature as it will appear on contract or other document (Complete only in presence of notary): [REDACTED]

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, [REDACTED] (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

[REDACTED], 20 [REDACTED]

My commission expires on: [REDACTED]

AFFIX NOTARY SEAL

I, [REDACTED] (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

[REDACTED], 20 [REDACTED]

AFFIX CORPORATE SEAL

Terms and Conditions Form



COMMONWEALTH TERMS AND CONDITIONS

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)
Print Name: _____
Title: _____
Date: _____
(Check One): ☒ Organization ☐ Individual
Full Legal Organization or Individual Name: _____
Doing Business As: Name (If Different): _____
Tax Identification Number: _____
Address: _____
Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Grant Contract

- Specifies Grantees Responsibilities
- Incorporates the RFP
- Establishes the framework of program implementation
- Specifies the term of the grant

7/1/2017 – 12/31/2018

Attachment A

Mass. CDBG Program Requirements

- ❖ Title I of the 1974 HCDA
- ❖ HUD regulations 24 CFR Part 570
- ❖ 2 CFR 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
- ❖ Other federal laws & regulations

Attachment A

Mass. CDBG Program Requirements

- ❖ Activities and Management Plan as submitted in Application - *Changes to either require DHCD approval*
- ❖ Mass CDBG Program Management Manual
Reps to send out chapters
- ❖ Additional Special Conditions Attachment A, Section III, G – requires DHCD clearance
- ❖ Photographic documentation for construction
- ❖ Reporting Requirements

Contracts and Start-Up Procedures

In order to carry out grant activities:

- A fully executed contract
- Special Conditions clearance, if applicable
- Professional Services agreement, if applicable
- Environmental Release of Funds
- City/Town may incur pre-agreement costs for administrative and other start-up costs not subject to 24CFR Part 58, Environmental Review, as of July 1, 2017.

Professional Services Contract – Grant Management Service

- Boilerplate Professional Services Contract
(reps can send electronic version)
- Submit draft (include Scope and Budget) for
review/approval to DHCD *before* execution.

Environmental Review

Environmental Review

- ✓ Determine correct level of review
- ✓ Complete required forms – Statutory Checklist, Environmental Assessment, Exempt
 - ✓ Complete any outstanding investigations
- ✓ Publish Notice of Intent or FONSI
- ✓ Receive Release of Funds

ERR Submission to DHCD

- Request for Release of Funds
<https://www.hudexchange.info/resources/documents/HUD-Form-701515-Request-Release-Funds-Certification.pdf>
- Copy of Public Notice – (NOI or FONSI) Must show Newspaper Name and Date
- Distribution list of interested parties
- Designation of Environmental Certifying Officer (ECO)
- Environmental determination for each activity
- Checklists for activities if required & supporting documentation

Financial Start Up

1. Payments / Claims
2. Direct Depository Account
3. Program Income (PI)
4. Audits
5. Close Out

1. Claim / Payments

The Good News...

The Claim Process

Grantee submits the claim in Intelligrants

- Program Representative
- Fiscal Representative
- Finance Manager
- Fiscal Representative (process claims)
- OAF Department
 - Reviewed
 - Entered
 - Approved / Scheduled Pay Date

What can delay a payment

- Outstanding audit
- GMS shows bank account in excess of \$10,000 for more than a warrant cycle
- Expenses/committed not up-to-date in GMS
- PRC form incorrectly uploaded (size)
- Claim is in GMS limbo
- End year line issues
- Accomplishment information missing

Claim Summary

You are here: > [Claim Menu](#) > [Forms Menu](#) > Claim

CLAIM SUMMARY

Note: Review "Show Help" above for explanation of line items below.

This page must be saved to perform all on-page calculations.

1. Total Draw Downs Received To Date \$808,529.00

2. Add: Program Income To Date \$157,979.00

3. Add: Misc. Receipts To Date \$0

4. Sub-Total \$966,508.00

5. Less: Actual Disbursements To Date \$946,142.07

6. Funds On Hand At Time Of Request \$20,365.93

7. Add: Unpaid/Undeposited Requests \$0

8. Add: Amount Of This Request For Payment \$40,000.00

9. Total \$60,365.93

10. Outstanding Advances To Subgrantees

11. Comments

0 of 2000

12. Direct Depository Balance \$48,162.88 The balance has been greater than or equal to \$10,000.00 for the past ten days.

13. Escrow Balance \$5,209.55

14. Program Income Balance (\$9,183.00)

Where's our \$\$

Status History in GMS

➤ Vendor Web:

<https://massfinance.state.ma.us/VendorWeb/vendor.asp>

Fiscal Year \$ Breakdown

Example -

Total grant \$800,000

Three-Year Contract: 7/1/17 – 6/30/20

- YR 1 (FY 18): 7/1/17-6/30/18 = \$700,000
- YR 2 (FY 19): 7/1/18 – 6/30/19 = \$99,000
- YR 3 (FY 20): 7/1/19 – 6/30/20 = \$1,000
- Last week of August – cannot access the OLD fiscal year \$. Old \$ rolls into the next fiscal year each Labor Day weekend
- If you want the final \$1,000 PRIOR TO THE LAST FISCAL YEAR, you will need to either do a CONTRACT AMENDMENT (takes weeks) or wait until 7/1 to get the final \$1,000

2. Direct Depository Account

- Separate DD account
- Below \$10,000 threshold
- Interest over \$100 sent back to HUD

Direct Depository – cont.

Common recording mistakes:

- Selecting wrong grant/fiscal year
- Not selecting a vendor from dropdown list

Please check GMS regularly to assure transactions correctly loaded

3. Program Income (PI)

- Separate PI account
- \$35,000 threshold
- 5 year rule
- 2% admin fee on NEW PI only / \$35,000+

PI - continued

**** NEW ****

- Calendar year timeframe for determining PI \$35k threshold may change
- All GMS PI accounts must be reconciled to what is actual
- Possible additional reporting requirements - TBD

4. Audits

- Audit threshold increased to \$750,000 for new federal awards issued on/after 12/26/14
- \$750k threshold = ALL federal funds received
- CDBG audits are required ONLY when CDBG funds were drawn during that fiscal year
- Audits (or extension requests) due 3/31 & are required after close out

Audits - continued

**** NEW ****

**Audit must be uploaded
in GMS whether or not
there were findings**

Audits - continued



Department of Housing and
Community Development

HomePre-AppsRFPsGrantsClaimsQPRsEDF LoansNSPOn-Site Monitoring ReportsSingle Audit Reviews

ReportsAdministrationTraining MaterialsOrganization(s)ProfileLogout

SAVEPRINT VERSIONADD NOTECHECK GLOBAL ERRORSSHOW HELP

[Back](#)

Document Information: [SAR-2015](#)

[Details](#)

You are here: > [Single Audit Review Menu](#) > [Forms Menu](#)

SINGLE AUDIT REVIEW

☐ I certify that we did not receive \$750,000 or more of total Federal funds during this grant's fiscal year.

Upload a LETTER certified by the CEO/CFO stating that the agency did not receive \$750,000.

[Browse...](#)

☒ I certify that we did receive \$750,000 or more of total Federal funds during this grant's fiscal year but there were no findings to report from the Single Audit.

Upload a LETTER certified by the CEO/CFO stating that the agency did receive \$750,000 and there were no findings.

[Browse...](#)

☐ DELETE










[379349-CDBGAuditReportLetter.pdf](#)

☐ I certify that we did receive \$750,000 or more of total Federal funds during this grant's fiscal year and there were findings to report from the Single Audit.

This is the only option that requires a complete audit. Upload the Audit Report, Findings, Corrective Action Plan, and Management Letter.

[Browse...](#)

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Single Audit Review		5/16/2016 11:09:23 AM	5/16/2016 11:10:05 AM
	Single Audit Review Summary			
	Audit Dates		Jean, DJ 3/7/2016 9:06:54 AM	McLaughlin, Mrs. Emily 5/18/2016 10:12:44 AM
	Findings and Resolution			
	Extension Request		3/3/2016 3:44:37 PM	Jean, DJ 3/7/2016 11:02:49 AM
	Single Audit Review Modifications Page			
	Extension Accepted or Rejected			
	Misc Attachments			

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5. Close Out

- Grant must be reconciled when submitting final QPR
- Date of final Close Out letter should be used when calculating PI five-year rule
- PI must continue to be tracked

Close Out - continued

CDF I-G-20
Town of
Financial Activity

Current Quarter: 8
Quarter End Date: 06/30/2016

<u>Activity</u>	<u>Budget</u>	<u>Expenses</u>	<u>% Expended</u>	<u>Committed</u>	<u>Drawdowns</u>
6A Program Delivery	\$54,300.00	\$54,300.00	100%	\$54,300.00	\$54,300.00
6B Streets/Sidewalks	\$606,766.00	\$606,766.00	100%	\$606,766.00	\$606,766.00
6K Design only	\$23,582.00	\$23,582.00	100%	\$23,582.00	\$23,582.00
9 General Admin.	\$82,172.00	\$82,172.00	100%	\$82,172.00	\$82,172.00
Totals	\$766,820.00	\$766,820.00	100%	\$766,820.00	\$766,820.00

CGMS Set-Up

(Handout in Folder)

1. Go to:

https://madhcd.intelligrants.com/login2.aspx?APPTHEME=MADHCD_CDBG

2. New User? Click the link and complete form

3. GMS Access Request Form

4. Log In

CGMS Set-Up

Home Page

- Click on Training Materials
- Click on CGMM Grant Set-Up
 - ❖ Application to Grant
 - ❖ Activities – Administrative Account - Unit of Measure – Applicant – Project – Milestones – Beneficiaries - Contractor

Mass CDBG Operations Manual

- Designed to assist with Program Implementation
- Reference Guide
- Technical Assistance
- *Dated*, but still contains valuable information related to successful grant implementation
- TA memos on website
- Boilerplate Contracts – chapter 12
- Referenced in Attachment A and monitoring letter
- Reps to email

Grant Management

18 Month Implementation Period

- Quarterly Reports
- Amendments
- Extensions
- Close Out
- Timely Expenditure/Implementation

Reporting Requirements

Quarterly Reports

- Due by the 15th day following end of quarter
- Narrative (include lead paint report) and updating performance measure information
(See Performance Measures Memo in Folder)
- Update accomplishment statistics on an on-going basis and quarterly at a minimum.
- Review quarterly summary reports: Detail Beneficiary; Summary Beneficiary; Housing Units Statistics; Unit of Measure.

Lead Based Paint

The Lead Safe Housing Rule (LSHR) applies to all federally-assisted housing. Depending on the nature of work and the dollar amount of federal investment in the property, certain requirements must be complied with in handling lead-based paint

Lead Based Paint Reporting - Report in the Narrative of the Quarterly Report - Cumulative Measures

LEAD PAINT REPORTING

*Applicable Lead Paint Requirement:

Housing constructed before 1978	<input type="text"/>
Exempt: housing constructed 1978 or later ⓘ	<input type="text"/>
Otherwise exempt ⓘ	<input type="text"/>
Exempt: Hard costs \leq \$5,000	<input type="text"/>
Total	<input type="text"/>

The total from the above box must equal the number of units that have received assistance.

The total from the box below must equal the number of units constructed before recorded in the box above.

***Lead Hazard Remediation Actions: (For rehabilitation only)**

Lead Safe Work Practices (24 CFR 35.930(b)) (Hard costs \leq \$5,000)	<input type="text"/>
Interim Controls or Standard Practices (24 CFR 35.930(c)) (Hard costs \$5,000 - \$25,000)	<input type="text"/>
Abatement (24 CFR 35.930(d)) (Hard costs $>$ \$25,000)	<input type="text"/>
Total	<input type="text"/>

Extensions –

- Due 30 days before the end of the period of performance of the grant.
- Enter the *new* requested date for the extension in the Extension Date Requested.
- Explain in detail the reason(s) for the extension request. This may be completed in the justification box or attached in a separate document.
- Attach the CEO signed extension form.
- Check certification box

Extensions in GMS

EXTENSION REQUEST PAGE

Extension Date Requested *

Justification*



☐ Sent to DHCD

☐ I certify under the terms and conditions of the contract with DHCD, that the Chief Elected Official has approved this contract modification. A copy of the signed form is attached. The original signed form will be retained in our files and available upon request.*

Program & Budget Amendments

1. No written approval by DHCD
Some internal budget transfers – check with fiscal.
2. DHCD approval required for:
 - Adding PI
 - Transfers from construction to non and reverse
 - Changes in personnel, design , scope

See Chapter 3 of Manual

Amendments

Amendments Required for :

- **Any change in admin or program delivery**
 - **Moving funds between construction and non**
 - **Program line changes > 10%**
 - **Adding PI**
 - **Substantial program modification**
- Check appropriate box(es) and justify the reason(s) for the request. Fully explain the reason for the amendment and justify the amendment. May enter in the box or attach a separate document.
 - Enter changes to the budget on the budget amendment forms.
*Requests to add program income to a grant should be submitted and approved as an amendment prior to the use of the funds.
 - Check the certification box at the bottom of the page.
 - Attach the CEO signed (system generated) amendment form.

Single Case Waivers FY 2017

- Prior DHCD approval for HR project costs >35k
- If project also involves lead, barrier removal, septic, asbestos, or historic, prior approval required if > 40K
- Submit Initial Inspection, WWU, Cost Est, bid summary, change order, photo documentation

Compliance Requirements

- ☐ Section 3
- ☐ Davis/Bacon Labor Standards
- ☐ Lead Based Paint
- ☐ Procurement
- ☐ Monitoring

Compliance Reporting - Section 3

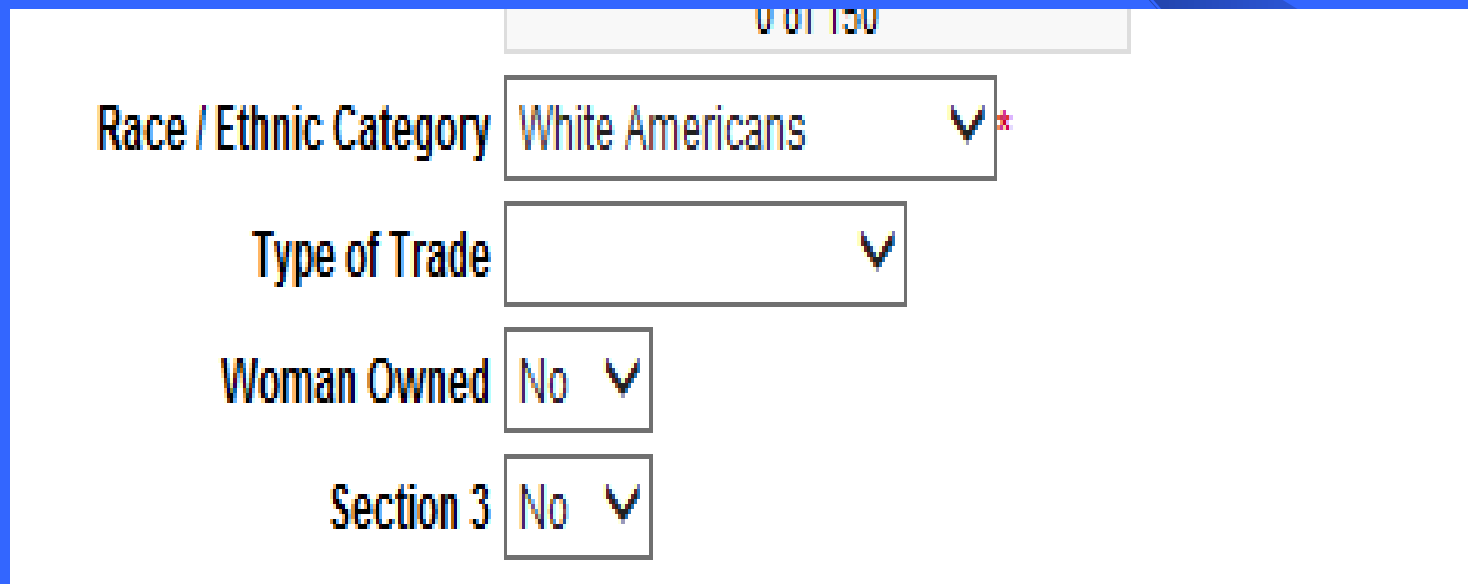
Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 Business

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet one of the first two qualifications above.

Section 3 Reporting in GMS

Enter when entering Contractor information



A screenshot of a web form for "Section 3 Reporting in GMS". The form is white with a thin border. At the top, there is a grey header bar with the text "0 01 150" in black. Below the header, the form contains four rows of labels and dropdown menus. The first row is "Race / Ethnic Category" with a dropdown menu showing "White Americans" and a red asterisk. The second row is "Type of Trade" with a dropdown menu showing a downward arrow. The third row is "Woman Owned" with a dropdown menu showing "No". The fourth row is "Section 3" with a dropdown menu showing "No".

0 01 150	
Race / Ethnic Category	White Americans ▼*
Type of Trade	▼
Woman Owned	No ▼
Section 3	No ▼

Davis Bacon Labor Standards

- The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works

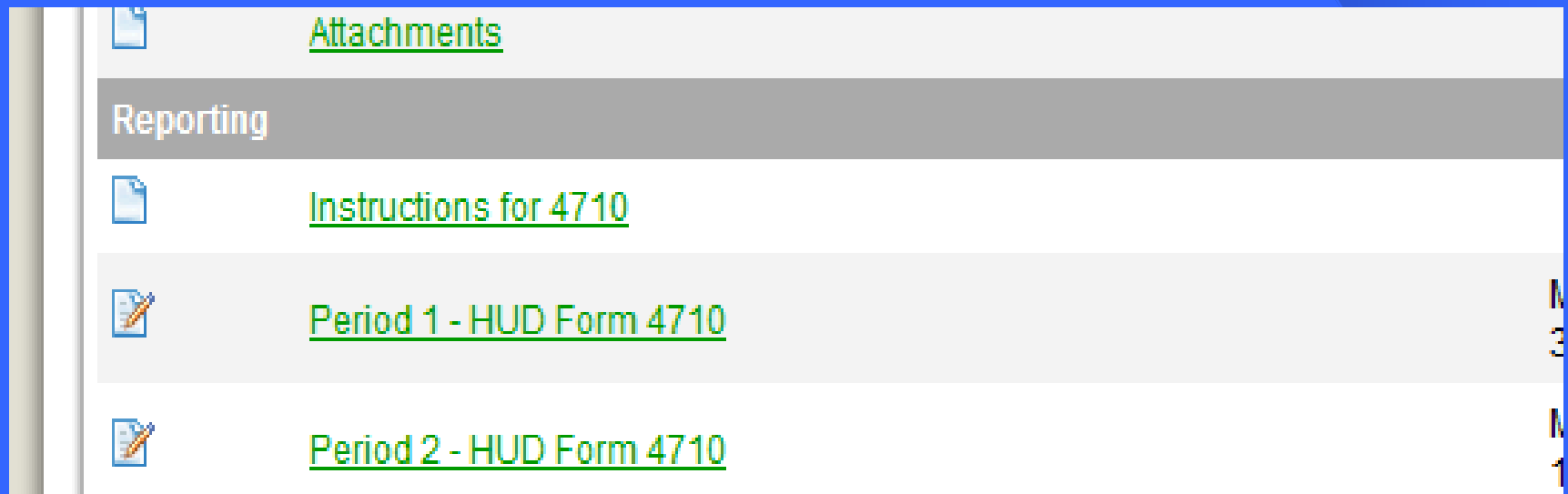
A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

<https://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf>

Labor Standards Reporting in GMS

Enter information when setting up contracts

To do this, go to the “Forms” section of the grant and select “Period 2 – HUD Form 4710” under the “Reporting” box heading



Procurement

- ❖ For the MA CDBG program, the guiding principles for procurement are those of applicable state law together with the program rules in 2 CFR Part 200.
- ❖ Communities must develop policies and procedures for procurement that comply with both 2 CFR Part 200 rules and any stricter state or local standards.
- ❖ All procurement transactions must be conducted in a manner providing full and open competition
- ❖ Must appoint a Chief Procurement Officer (CPO) to oversee the procurement of all supplies and services. - <http://www.mass.gov/ig/publications/forms/cpo-appointment-form.pdf>

§200.318 General procurement standards.

- ❖ Must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and standards identified.
- ❖ Oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- ❖ Records sufficient to detail the history of procurement. Records should include, but not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Monitoring

To ensure that grantees, contractors and sub grantees are carrying out activities in accordance with the statutory, regulatory and program requirements the Mass CDBG program

- Files available on site
- Check for a system of internal controls
- Compliance review of grant implementation and file documentation
- Evaluate Grant management capacity and oversight of funds
- Timely and accurate implementation of program and required reporting

Useful Links

CDBG Regulations:

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div5&view=text&node=24:3.1.1.3.4&idno=24>

HUD Exchange

<https://www.hudexchange.info/>

Contractors Guide to the Davis-Bacon Act

<http://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf>

Lead Paint

<https://www.hudexchange.info/resources/documents/Basically-CDBG-Chapter-17-Lead.pdf>

Folders/Handouts

- ❖ “Getting Started” Initial steps
- ❖ GMS
- ❖ Performance Measures/Lead Paint Reporting
- ❖ SCW procedure – 40k
- ❖ Close-Out
- ❖ Procurement Guidance
- ❖ Housing Rehab TA Memo Handout
(not in folder)

Program Representatives

Mark Nardone – Edgartown, North Brookfield,
Montague, Oak Bluffs, Palmer, Shirley

David Newton – All Mini Entitlements

Cy Field – Athol, Brookfield, Buckland, Hull, Leicester

Catherine Long – Chester, Chesterfield, Methuen,
Russell, Shelburne

Anna Whitten – Adams, Becket, Bellingham, Leverett,
Salisbury, Truro, Ware, Warren, Winchendon

Kathryn Swiniarski – Clinton, Monterey, Spencer

Fiscal Representatives for New FY 17 Grants

Don Martin

Adams
Brookfield
Chelsea
Clinton
Dennis
Gardner
Leicester
Leverett
Monterey
North Brookfield
Russell
Shelburne
Shirley
Southbridge
Truro
Ware
Wareham
Warren
Webster

Emily McLaughlin

Amherst
Athol
Becket
Bellingham
Buckland
Chester
Chesterfield
Edgartown
Everett
Greenfield
Hull
Methuen
Montague
North Adams
Oak Bluffs
Palmer
Salisbury
Spencer
Winchendon
West Springfield



Charles Baker, Governor
Karyn Polito, Lt. Governor
Chrystal Kornegay, Undersecretary

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